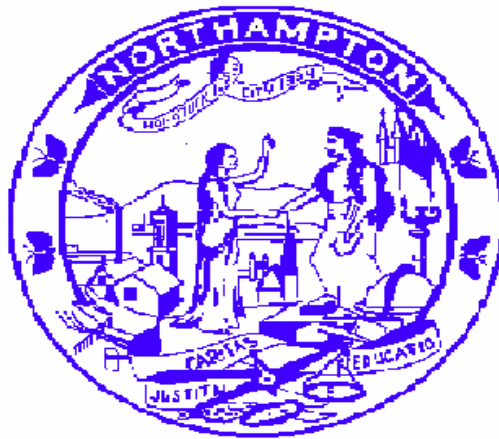


REQUEST FOR PROPOSALS
FOR
PROJECT MANAGER SERVICES
CITY OF NORTHAMPTON
POLICE STATION PROJECT



REQUEST FOR PROPOSALS

The Northampton Police Station Building Committee invites sealed proposals for Project Manager Services related to the construction of a \$12.5 million Police Station at a pre-selected site. A fee not to exceed one hundred and fifty thousand dollars (\$150,000) has been set. Proposal documents, which includes the Needs Assessment & Master Facility Plan, are available, M-F, 9 a.m.- 4 p.m., at the Northampton Police Department, 29 Center Street, Northampton, MA until the proposal deadline, 2:00 p.m., February __, 2007. The project duration is expected to be (3 years). Arrangement to tour the building site can be by calling either Chief Russell P. Sienkiewicz or Captain Joseph W. Koncas at 413-587-1100. Applicants must meet the minimum qualification in item 6 below. The City reserves the right to reject any or all proposals.

INSTRUCTIONS TO PROPOSERS

1. The attached Application to Designer Selection Board Form must be submitted with your proposal.
2. Informational Proposals must be submitted by 2:00 p.m., February __, 2007 in a sealed envelope marked "Proposal for Project Manager Services - Northampton Police Station." The "Bid Form" must be in a separate sealed envelope marked "Bid Form for Project Manager Services – Northampton Police Station". The intent is to evaluate qualifications, before price is taken into consideration. Therefore, "Bid Forms" will be opened after the evaluation of qualifications has been completed.
3. Proposals with Bid Form must be submitted to the Northampton Police Department, 29 Center Street, Northampton, Massachusetts 01060.
4. Within 30 days of the submission closing date, proposals shall be evaluated and ranked by Project Manager RFP Sub-committee, which will then present the proposals as ranked to the Northampton Police Station Building Committee. The Northampton Finance Committee will make an award of this contract within 30 days of the of the conclusion of the selection process. However, the City reserves the right to reject any or all bids.
5. This is a Mass. General Law Chapter 149 bid project. The Project Manager will be responsible for meeting the requirements of Chapter 149 as well as all other codes and regulations.
6. The **minimum qualifications for this contract** are as follows. The Project Manager shall be a person who is registered by the commonwealth as an architect or professional engineer and who has at least 5 years experience in the construction and supervision of construction of buildings or a person, if not registered as an architect or professional engineer, who has at least 7 years experience in the construction and supervision of construction of buildings. The Project Manager must have successfully completed at least three projects of at least \$5,000,000 in the past six years and one project bid under "Construction Reform" law of Massachusetts requiring pre-qualification. Provide a contact name and phone number for each project. The owner's project manager shall be independent of the designer, general contractor or any sub-contractor

involved in the building project.

7. See Attached Scope of Services for the Owners Project Manager (OPM) for Chapter 149 projects.
8. It is anticipated that this project will be completed over a 3 year time period commencing with the execution of this contract and ending with the delivery of as-built drawings and certificate of occupancy.
9. In addition to meeting the minimum qualifications as describe in item 6, each proposal will be evaluated using the following set of criteria. The proposal receiving the highest accumulated point value by the Police Project Building Committee will offered the contract. See attached criteria for proposal evaluation.
10. Proposals must identify the actual person or persons assigned to accomplish the scope of work identified in this RFP. The credentials and experience described must relate directly to the project manager or team identified. Proposals selected for the final interview will be required to present in person the project manager or team assigned to this Construction Project for the committee to interview.
11. The designated Project Manager and or team members, as listed in the proposers response to the Northampton Police Station Building Committee's "Project Manager Services RFP", will not be changed without the Northampton Police Station Building Committee's permission. In the event that the designated Project Manager and or team members leave the proposers employment, his or her replacement for the purposes of this contract will be subject to the Northampton Police Station Building Committee's approval. This approval will be subject to the proposer demonstrating to the Northampton Police Station Building Committee, that the experience and credentials of the replacement personnel are equivalent or better than the person or persons who are being replaced.
12. The pre-determined site for construction is the Center Street Site, Option 3A in Section 4.3.5 on page 49 of the Needs Assessment & Master Plan (included on CD), dated November 20, 2006 (further referenced in Section 4.4.1 on page 57 of the aforementioned)

Criteria and rating system for use in evaluating Police Building Project Manager Services Proposals

1. **The minimum qualifications** are as follows. The Project Manager shall be a person who is registered by the commonwealth as an architect or professional engineer and who has at least 5 years experience in the construction and supervision of construction of buildings or a person, if not registered as an architect or professional engineer, who has at least 7 years experience in the construction and supervision of construction of buildings. The Project Manager must have successfully completed at least three projects of at least \$5,000,000 in the past six years and one project bid under "Construction Reform" law of Massachusetts requiring pre-qualification. Provide a contact name and phone number for each project. The owner's project manager shall be independent of the designer, general contractor or any sub-contractor involved in the building project.
2. **Rating System:** The following rating system will be used by the Police Project Building Committee to evaluate responses received that have been determined to meet the minimum evaluation criteria listed above. Any responses that do not meet any of the minimum evaluation criteria will be judged unacceptable and not reviewed further. The Committee will utilize the following point schedule to evaluate Criteria A

Highly advantageous:	(9 points) response excels on the specific criterion
Advantageous:	(7 points) response meets evaluation standard for the criterion
Least advantageous:	(5 point) response does not fully meet the evaluation criterion or leaves a question or issue not fully addressed
Does Not Meet:	(0 points) Does not address the elements

Note – **Proposal is automatically eliminated from further consideration if a 0 is received in any category.**

The Committee will utilize the following point schedule to evaluate Criteria B & C.

Highly advantageous:	(5 points) response excels on the specific criterion
Advantageous:	(3 points) response meets evaluation standard for the criterion
Least advantageous:	(1 point) response does not fully meet the evaluation criterion or leaves a question or issue not fully addressed
Does Not Meet:	(0 points) Does not address the elements

Note – **Proposal is automatically eliminated from further consideration if a 0 is received in any category.**

3. **Four Comparative Criteria:**

- A. Project Management Experience
- B. Project Design and Construction Oversight and Project Timetable
- C. Quality of References
- D. Price (Consideration)

Vendor Evaluation Criteria

Vendor's Name: _____

Date: ____ / ____ / ____

A. Project Management Experience

The Response will be evaluated in conjunction with examples of municipal construction projects with similar size and scope submitted, the references, and description of all experience working on municipal building construction projects.

Evaluation Criteria A

- 9 (Points) Individuals/Firms that clearly demonstrate experience working on similar construction projects, understand the particular needs of a municipality of similar size and project scope of work, demonstrate in their work plan that they understand the particular needs and challenges of the project, and clearly have the experience and building construction project management background, including performing the duties of a clerk of the works, and have at least three (3) additional projects with the total project costs estimated to be at least \$20m within the last 6 years and have successfully completed most projects on- time and on budget **will be judged as *highly advantageous* (9 points).**
- 7 (Points) Individuals/Firms that clearly demonstrate experience working on similar municipal construction projects, understand the particular needs of a municipality of similar size and project scope of work, demonstrate in their work plan that they understand the particular needs and challenges of the project, and clearly have the experience and building construction management background and have at least three (3) additional projects with the total project costs estimated to be at least \$10m within the last 6 years **will be considered *advantageous* (7 points).**
- 5 (Point) Individuals/Firms that demonstrate an understanding of the RFP and have completed at least three (3) construction projects with the total project costs estimated to be at least \$5m within the last 6 years **will be considered *least advantageous* (5 point).**
- 0 (Points) Individuals/Firms with no clear understanding of the project or the community, or who have no construction experience and who make no attempt to provide similar project experience to the municipality for this project throughout their response **will be considered to have no advantage to the project and do not meet the criterion (0 points =eliminated).**

SCORE FOR THIS CRITERION (A) _____

B. Project Design and Construction Oversight and Project Timetable

A key consideration for the Committee is the ability of the individual/ firm to begin work immediately, maintain an intensive schedule to meet the municipality's timetable, and oversee the architect's work as it relates to the quality of design, efficiency of design, cost effectiveness, bidding, and construction oversight, including performing the duties of a clerk of the works.

Evaluation Criteria B:

- 5 (Points) Individuals/Firms that can develop presentation materials for this project and are able to devote sufficient resources to complete the project in accordance with the municipality's timetable, and are available by **May 1, 2007** for the work **will be considered *highly advantageous* (5 points)**.
- 3 (Points). If the Individual/Firm has some experience in these areas but information provided leaves the Committee unsure of the Individual/Firm's ability to meet the project deadlines or if, in the Committee's opinion, the Individual/Firm has not demonstrated the ability to make clearly articulated public presentations, then the Individual/Firm **will be considered *advantageous* (3 points)**.
- 1 (Point) Individuals/Firms that demonstrate limited construction management or limited design oversight ability, but may be able to devote sufficient resources to complete the project in accordance with the municipality's timetable, **will be considered *least advantageous* (1 point)**.
- 0 (Points) Individuals/Firms that have not overseen a designer's work as it relates to the quality of design, efficiency of design and cost effectiveness or are unable to devote sufficient human resources to complete the project in accordance with the municipality's timetable **will *not meet the criterion* (0 points = eliminated)**.

SCORE FOR THIS CRITERION (B) _____

C. Quality of References

References will be evaluated to identify the ability and quality of previous work as an OPM on 3 projects with similar size and scope.

Evaluation Criteria C:

- 5 (Points) The Committee will consider strong recommendations from all references highly advantageous, particularly if the projects involve similar municipal building construction projects. If the firm provides thorough, written, positive references from clients the response will be considered highly advantageous. When the Committee contacts the references or reviews the written references and they are positive, and some indicate that the individual/firm had direct experience with \$15m projects, the individual/firm met the project goals, maintained the timetable, met the budget, and successfully managed the construction phase of the project, then the Committee **will determine that the response is highly advantageous (5 points)**.
- 3 (Points) If the majority of recommendations are positive, but indicate that the individual/firm has qualified experience or success with \$12m projects or that the individuals contacted have reservation about the quality of the overall project management ability or reservations about the ability to manage a project of this size and scope, then the Committee **will consider the response advantageous (3 points)**.
- 1 (Point) If only one recommendation is positive, or the individual/ firm is subject to litigation on no more than one construction project, or the individual/firm has no experience in a 12m project, then the response **will be considered least advantageous (1 point)**.
- 1(Point) If the Committee, when contacting references for over 4 business days, is unsuccessful in receiving the minimum of three (3) recommendations or return phone calls from the list of references provided by the firm, the Committee will interpret this as no recommendations for the firm and the response **will be determined to be least advantageous and the firm will receive (1 point)**.
- 0 (Points) If none of the recommendations is positive or if, in the opinion of the interviewer, any reference has strong concerns the ability or quality or work of the proposer, or if the individual/firm has no experience with similar projects or projects that the Committee considers to be similar, or if the individual/firm is subject to litigation on more than one construction project, **then the response does not meet this criterion (0 points = eliminated)**.

SCORE FOR THIS CRITERION (C) _____

COMMITTEE RECOMMENDATION: Must have a minimum of 1 point in each criterion. 0 score in any category results in elimination.

Score for Criterion A_____

Score for Criterion B_____

Score for Criterion C_____

Price (Consideration)
=====

Total Score on A, B, C, _____

CHECK ONE:

Recommend for interview	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Not recommended for an interview	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Signed by Individual(s) Completing the Evaluation:

Name

BID FORM
for
PROJECT MANAGER SERVICES
CITY OF NORTHAMPTON

POLICE STATION PROJECT

Project Cost

Below, please indicated the total 36 month project cost for services outlined in this proposal request.

Project Manager Services Cost \$_____

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

(Name of person signing bid)

(Company)

The OPM Scope of Services for Chapter 149 Projects

The Chapter 149 method of construction delivery entails the completion of 100% construction documents by the design team, then putting them out to bid to pre-qualified subcontractors and then general contractors. This construction delivery method requires that a well-coordinated and complete set of construction documents be developed to limit cost changes during construction. Since the contractor is not brought into the project during pre-construction (design phase), these services need to be provided by others. OPM services should include the following:

A. Predesign Phase

- Assist the Municipality in the preparation of the designer's RFQ/P
- Work with the Municipality to assist in the development of criteria for selection, interview candidates, select and negotiate the contract.

B. Preconstruction Phase

- Programming and Design Assistance: Assist and facilitate Owner and Architect with the programming process to include meeting with building users, reviewing space and adjacency requirements and review of conceptual design to ensure compliance.
- Cost Estimating Review and Evaluation: Services may include reconciliation of existing conceptual estimates, value engineering suggestions and resource prioritization, cost review at schematic design, design development, 50% construction document cost estimates, and 100% construction documents.
- Assist in the division of subcontractor trade contractors. Chapter 193, Acts of 2004 –new provision in MGL c. 149, s 44 lists minimal required duties of the OPM as follows: the duties of the owner's project manager shall include, but need not be limited to, providing advice and consultation with respect to design, value engineering, scope of the work, cost estimating, general contractor and subcontractor prequalification pursuant to section 44D 1/2 or 44 D 3/4 when applicable, scheduling, construction and the selection, negotiation with and oversight of a designer and a general contractor for the project, ensuring the preparation of time schedules which shall serve as control standards for monitoring performance of the building project, and assisting in project evaluation including, but not limited to, written evaluation of the performance of the design professional, contractors and subcontractors.
- Document Review: Provide constructability and coordination review of the documents at the following stages of design: 100% Design Development Documents 90% Construction Documents
- Construction risk assessment and mitigation planning and site logistics planning
- Scheduling: Prepare a Project Master Schedule and preliminary Construction Schedule. The Critical Path Method (CPM) schedule is recommended for most projects. Prepare schedule Control Specification for inclusion in the contract documents.
- Quality Control Program: Work with municipality and architect to develop a detailed project specific quality control program that provides for the achievement of the highest quality building possible.
- Contractor Selection/Bidding: Assist in the prequalification of contractors, development of a contractor bid list, procurement and review contractor bids and assist in final selection.
- Subcontractor Selection/Bidding: Assist in the prequalification of subcontractors and bid review and procurement.

C. Construction Phase

- Project Meetings: Participate in construction meetings as the municipality's advocate; facilitate

problem solving and communication among all team members.

- Submittals: Provide oversight, implementation and expediting of the construction submittal process on the municipality's behalf to ensure compliance with project requirements and coordination of products. Identify and facilitate the resolution of required information or selections such as colors, sizes and finishes.
- Evaluate the contractor's baseline schedule and progress submittals
- Provide oversight of the Request for Information process and take necessary action to resolve issues.
- Contractor and Architect Change Order Review: Provide detailed review of contractor and architect requests for change orders as well as recommendations for their disposition.
- Contractor and Architect Progress Payment Review: Review and approve monthly contractor and architect applications for progress payments.
- Construction Quality Control: Coordinate owner-provided materials testing services, review ongoing construction means and methods and quality, and facilitate the resolution of construction questions and issues.
- Punch list and Project Closeout: Assist architect and municipality in the preparation of final project punch lists and facilitate their timely completion. Ensure all building commissioning and turnover is complete. Review all warranty documentation, as-built documents and operations and maintenance manuals to ensure compliance with project specifications.
- Municipality's Vendors: Assist municipality with the procurement, coordination and management of all municipality supplied vendors such as materials testing, building signage, furniture, fixtures and equipment.
- **In addition, during the construction phase, the Project Manager (OPM) will provide onsite management services typically provided by a clerk of the works.** These services are to include, daily on-site project monitoring and record keeping to ensure that work in place meets the established project design criteria. Recording contractor and subcontractor daily work force levels as well as site conditions. Coordinate day-to-day activities with the architect. Assist the contractor in verifying all required as-built drawings. Keep records of shop drawings/payment requisitions and field reports for the Cities records.

**CITY OF NORTHAMPTON
MASSACHUSETTS**

CONTRACT NUMBER:_____

VENDOR NUMBER:_____

**CONTRACT FOR PROJECT MANAGER SERVICES
FOR
NORTHAMPTON POLICE STATION**

**THIS AGREEMENT, executed this _____ day of _____
2007 by and between:**

hereinafter called "Project Manager" and the City of Northampton, a municipal corporation in the County of Hampshire, Commonwealth of Massachusetts, hereinafter called "The City".

WITNESSETH, that for the consideration hereinafter mentioned, the City and the Project Manager shall agree to the terms and conditions contained in this contract, enumerated as follows: Contract Agreement, Contract Forms, General Conditions, Scope of Services.

THE CITY shall pay the Project Manager for the performance of this contract in the sum of: \$ _____ dollars in accordance with the terms of this contract.

This contract shall not be altered in any particular without the consent of all parties to this contract. All alterations to this contract must be in writing and authorized as such by the Mayor and a Majority vote of the Board, Agency, or Committee signing this contract. If the Project Manager is a Corporation the certification authorizing the person signing for the Project Manager must be attached to this contract or such signature is void.

Final payment on this contract shall release and discharge the City of Northampton from any and all claims against the City on account of any work performed hereunder, or any alteration hereto.

This contract shall so be governed by Chapter 149 as amended, of the General Laws of the Commonwealth of Massachusetts.

This contract shall be deemed to be a Massachusetts contract and its interpretation and construction shall be governed by the laws of Massachusetts and the Charter and Ordinances of the City.

The City of Northampton is not bound by this contract until approved by the Mayor of Northampton.

SIGNATURES

IN WITNESS WHEREOF the City caused these presents to be signed in quadruplicate (4) and approved by Mary Clare Higgins, its Mayor, and the said Project Manager has caused these presents to be signed in quadruplicate (4) and its official seal to be hereto affixed by its officer or agent thereunto duly authorized (by the attached corporate resolution). This instrument shall take effect as a sealed instrument.

PROJECT MANAGER:

BY: _____ (SEAL)

_____ (SEAL)

_____ (SEAL)

CITY OF NORTHAMPTON:

BY: FINANCE COMMITTEE
AGENCY NAME

_____ signatures

_____ Date _____

Chief Proc. Officer, approved as to c. 30B compliance

_____ Date _____
City Auditor, approved as to appropriation.

_____ Date _____
Tax Collector, approved as to unpaid taxes.

_____ Date _____
City Solicitor, approved as to form.

_____ Date _____
Mayor Mary Clare Higgins

ARTICLE 1: DEFINITION OF TERMS

1. GENERAL LAWS - the General laws of the Commonwealth as amended including any rules, regulations and administrative procedures implementing said laws.
2. OFFICE - Shall mean the Office, Department, Board or Commission that is responsible for the successful completion of this project. The Office for this project is the (Northampton Police Project Building Committee).
3. DIRECTOR - Shall mean the person that is responsible for the successful completion of this project. The Director for this project is Chief of Police Russell P. Sienkiewicz or his or her successor. All correspondence regarding this project should be addressed to Chief Russell P. Sienkiewicz, Northampton Police Department, 29 Center Street, Northampton, MA 01060.
4. PROJECT - The Project is the identification of a site for, design and construction of a new Northampton Police Station.
5. Project Manager - the person or firm performing professional Project Manager services under this agreement.
6. PRINCIPALS - the Project Manager listed in ARTICLE 18. The Project Manager may not be changed without the written approval of the Office of the successor.
7. APPROVAL OF THE DIRECTOR - a written communication from the City of Northampton to the Project Manager expressing the approval of services or plans prepared by the Project Manager which in no way relieves the Project Manager from responsibilities, the review notwithstanding.
8. NOTICE TO PROCEED - a written communication by the City, customarily a letter, which constitutes an essential condition of this contract, authorizing the Project Manager to perform the services for the project phase to which such Notice shall relate. The Notice to Proceed shall include the basis for compensation, the fixed limit construction cost, and may include the time for submittal. Subsequent written communications amending the Notice to proceed are required to change either a submittal date or the fixed limit construction cost.
9. SUBMITTAL DATES - The anticipated schedule for completion of phases is as follows.
.
10. FIXED LIMIT CONSTRUCTION COST - the maximum cost of construction established by the City. The Fixed Limit Construction Cost for this project is \$12,500,000.
11. CONSTRUCTION CONTRACT - contract for construction of a whole or part of the project including all change orders.
12. TOTAL CONSTRUCTION COST - the sum of (1) the actual construction contract award price, and (2) each authorized change order which revises the construction contract award price.

ARTICLE 2: CONSULTANTS, SUBCONTRACTING, SUCCESSORS AND ASSIGNMENTS

1. The Project Manager shall not employ consultants, sublet, assign or transfer any part of his services or obligations under this agreement without the prior approval of and written consent of the City. The City shall not unreasonably withhold such approval. The written consent shall not in any way relieve the Project Manager from his responsibility for the professional and technical accuracy and the coordination of all data, designs, drawings, specifications, estimates and other work or materials furnished.
2. The Project Manager shall employ within the basic fee for this project the following consultants where their specific services are required: Cost Estimators. Consultants must be registered in their respective disciplines if registration is required under the applicable General Laws.
3. When the Project Manager receives payment from the City, the Project Manager shall promptly make payment to each consultant whose work was included in the work for which such payment was received from the City. The City shall have the contractual right to investigate any breach of a consultant contract and to initiate or condone corrective measures necessary for the best interest of the City.
4. The designated Project Manager and or team members, as listed in the proposers response to the Northampton Police Station Building Committee's "Project Manger Services RFP", will not be changed without the Northampton Police Station Building Committee's permission. In the event that the designated Project Manager and or team members leave the proposers employment, his or her replacement for the purposes of this contract will be subject to the Northampton Police Station Building Committee's approval. This approval will be subject to the proposer demonstrating to the Northampton Police Station Building Committee, that the experience and credentials of the replacement personal are equivalent or better than the person or persons who are being replaced.

ARTICLE 3: SURVEYS, BORINGS, TESTS, LABORATORIES, PHOTOGRAPHS
DELETED

ARTICLE 4: TIME AND RECORDS AND LAWS

The Project Manager shall cause to be maintained complete, accurate and detailed records of all time devoted to the project by the Project Manager and each consultant or subcontractor employed by the Project Manager. The Commonwealth and City may at all reasonable times audit such records.

ARTICLE 5: PROFESSIONAL RESPONSIBILITY AND SERVICES TO BE
PERFORMED

SEE SCOPE OF SERVICES ATTACHED.

ARTICLE 6: PROJECT SUPPORT PERSONNEL

The Project Manager will act as the Clerk of the Works during construction. The fee for the work is included within the Project Manager Basic Fee.

ARTICLE 7: RECORD DRAWINGS, REPORTS, CALCULATIONS

DELETED

ARTICLE 8: Project Manager's BASIC FEE

For the performance of all services required in this contract the Project Manager shall be compensated by the OFFICE in accordance with the lump sum fee as designated in the Notice to Proceed and determined in accordance with the quotation furnished by the Project Manager.

If there is a material change in the scope of services provided in this contract, the Project Manager and the OFFICE will mutually agree to an adjustment in the Project Manager's Basic Fee. Delay of six months or more by the City or a greater than 40% change in the estimated construction cost of the project will be considered a change in scope of services.

ARTICLE 9: EXTRA COMPENSATION

The Project Manager and his consultants shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the Project Manager in the preparation of the bid documents, as reasonably determined by the Director.

ARTICLE 10: REIMBURSEMENT

The Project Manager shall be reimbursed by the City:

- (1) For document copies in excess of numbers specified in the contract if requested by the OFFICE. Travel time and expenses from and to the Project Manager's office outside the City will not be reimbursed.

The OFFICE shall not reimburse the Project Manager for any telephone or other out-of-pocket expenses unless specifically authorized under this Article.

The OFFICE shall provide office space, a workstation with access to phone, email and fax machine. The Project Manager shall provide his or her own computer workstation.

The exemption number assigned to the OFFICE as an exempt purchaser under the Sales Act, C14 of the Acts of 1966 to the extent that materials and supplies are used or incorporated in the performance of this contract for the City of Northampton is 046-001-406.

ARTICLE 11: DESIGN FEES AND RESPONSIBILITY FOR MODIFICATIONS AND
CHANGE ORDERS

The Project Manager will review all change orders for reasonableness as to cost and value to the project.

ARTICLE 12: METHOD OF PAYMENT TO THE Project Manager

The Project Manager will be compensated by the City for Article 5 services per the attached Payment Schedule.

ARTICLE 13: TERMINATION, NO AWARD

1. By written notice to the Project Manager, the Director may terminate this contract at any time. If any such termination shall occur without the fault of the Project Manager, all compensation and reimbursement due to the Project Manager up to the date of termination, in accordance with all contract terms, including proportionate payment for uncompleted portions of the work, shall be paid to the Project Manager by the City. Such payment shall not exceed the fair value of the work, as the Director shall determine.
2. By written notice to the Director, the Project Manager may terminate this contract (1) if the City, within sixty (60) days following written notice to the Director from the Project Manager of any default by the City under the contract, shall have failed to remove such default or (2) if, after the Project Manager shall have performed all services required of the Project Manager in Phase 1, Phase 2, or Phase 3 of the Project, at least six (6) months shall have elapsed without receipt by the Project Manager of Notice to Proceed with the next phase of the project. Upon any such termination by the Project Manager all compensation and reimbursement payable to the Project Manager in accordance with the contract up to and including the date of termination shall be paid to the Project Manager by the City.

ARTICLE 14: RELEASE AND DISCHARGE

The acceptance by the Project Manager of the last payment for services shall in each instance, operate as and be a release to the City, the OFFICE, and every member and agent thereof, from all claim and liability to the Project Manager for everything done or furnished for or relating to the work, or for any act or neglect of the OFFICE of any person relating to or affecting the work, except for those written claims submitted by the Project Manager to the OFFICE with the last payment requisition.

ARTICLE 15: NOTICES, APPROVALS, INVOICES

Any notice required under this contract to be given by the City to the Project Manager, or by the Project Manager to the City, shall be deemed to have been so given, whether or not received, if mailed by prepaid postage by, respectively, the Director or the Project Manager.

Written approval by the Director for Article 9 Extra Compensation and Article 10 Reimbursement shall be in the form of a letter.

Invoices submitted for services which have not been previously authorized in writing shall be returned to the Project Manager.

Invoices for services under Article 9 and 10 shall be accompanied by a complete breakdown listing the name, payroll title, date, number of hours each day, hourly rate and extended amount.

Request for previously authorized expenses of any nature must be accompanied by a billing/receipt from the source of the expense.

Supporting back-up data shall be submitted in triplicate.

ARTICLE 16: INSURANCE

1. The Project Manager shall at his own expense obtain and maintain a Professional Liability Policy for errors, omissions or negligent acts arising out of the performance of this agreement in a minimum amount of \$100,000.
2. The coverage shall be in force from the time of the agreement to the date when all construction work designed under the contract is completed and accepted by the OFFICE. Since this insurance is normally written on a year-to-year basis, the Project Manager shall notify the OFFICE should coverage become unavailable.
3. The Project Manager shall, before commencing performance of this contract, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with General Laws, as amended, to all employed under the contract and shall continue such insurance in full force and effect during the term of the contract.
4. The Project Manager shall carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the work covered by this contract in event of loss or destruction until the final fee payment is made or all data is turned over to the OFFICE.
5. Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the contract. Any cancellation of insurance whether by the insurers or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the OFFICE at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice. The Project Manager shall indemnify, defend and save harmless the City, the OFFICE and all of its or their officers, agents, and employees against all suits, claims of liability of every name and nature, for or on account of any injuries to persons or damage to property arising out of the negligence of the Project Manager in the performance of the work covered by this agreement and/or failure to comply with the terms and conditions of this agreement, whether by himself or his employees or subcontractors, but only in respect of such injuries or damages sustained during the performance and prior to the completion and acceptance of the work covered by this agreement.
6. Upon request of the Project Manager, the Director reserves the authority to modify any conditions of this Article.
7. Project Managers providing services only under Part 5 of Article 5 shall be exempt from the provisions of this Article unless the request for proposals provides to the contrary.

ARTICLE 17: LEGAL REQUIREMENTS

1. NONRESIDENT PROCESSING; SIGNATURES

Every Project Manager who is a nonresident of the Commonwealth of Massachusetts, or a nonresident co-partner of a Project Manager hereby appoints the Secretary of the Commonwealth of Massachusetts and his successor in office to be his true and lawful attorney in and for Massachusetts, upon whom all lawful processes in any action or proceeding arising out of this contract may be served. When legal process against any such person is served upon the Secretary of State, a copy of such process shall forthwith be sent by registered mail with a

return receipt requested by the OFFICE or its lawful Attorney to said Project Manager or nonresident co-partner at the address set forth in the contract. Said Project Manager or said nonresident co-partner hereby stipulates and agrees that any lawful process against it which is served on said attorney shall of the same legal force and validity as if served on said Project Manager or on said co-partner. Such authority shall continue in force so long as any liability remains outstanding against said Project Manager or said co-partner.

2. ACCESS TO CONTRACTOR'S RECORDS (EXECUTIVE ORDER #195)

The Governor or his designee, the Secretary of Administration and Finance, and the State Auditor or his designee shall have the right at reasonable times and upon reasonable notice to examine the books, records and other compilations of data of the contractor which pertain to the performance and requirements of this contract.

Certificate by Corporation to Sign Contract

At a duly authorized meeting of the Board of Directors of the
_____ held on _____
(Name of Corporation) (Date)

At which all the Directors were present or waived notice, it was voted that,

(Name) (Officer)

of this company, be and he hereby is authorized to execute contracts and bonds in the name and behalf of said company, and affix its Corporate Seal thereto, and such execution of any contract or obligation in this company's name on its behalf by such _____ under
(Officer)

seal of the company, shall be valid and binding upon this company,

A TRUE COPY,

ATTEST: _____
(Clerk)

PLACE OF BUSINESS

DATE OF THIS CONTRACT _____

I hereby certify that I am the clerk of the _____
that _____ is the duly elected _____ of
said company, and the above vote has not been amended or rescinded and remains in full
force and effect as of the date of this contract.

(Clerk)

(Corporate Seal)

Tax Compliance Certification

Pursuant to M.G.L. Chapter 63C, Section 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law and for remitting child support.

Social Security Number or
Federal Identification Number

Signature of Individual or
Corporate Name

by: _____
Corporate Officer
(if applicable)

AFFIDAVIT OF COMPLIANCE
Form AF-4A 1/78

Foreign Corporation Certification

EXECUTIVE OFFICE FOR
ADMINISTRATION AND FINANCE

The Commonwealth of Massachusetts

- ___ MASSACHUSETTS BUSINESS CORPORATION
___ NON-PROFIT CORPORATION
___ FOREIGN (non-Massachusetts) Corporation

I _____, ___ President ___ Clerk of the _____
(Name of Corporation)

whose principal office is located _____
do hereby certify that the above named Corporation has filed with the State Secretary all
certificates and annual reports required by Chapter 156B, Section 109 (Business
Corporation), by Chapter 181, Section 4 (Foreign Corporation), or by Chapter 180, Section
26A (non-profit Corporation) of the Massachusetts General Laws.

SIGNED UNDER THE PENALTIES OF PERJURY THIS _____ day of _____, 2007.

Signature of responsible Corporate Officer

PAYMENT SCHEDULE

Approval of Architect Selection RFP	5%
Execution of Architect Contract	5%
Approval of Site	10%
Approval of Schematics	15%
Approval of Design	10%
Approval of Bid Documents	10%
Construction Supervision	35%
As Builts Delivered	10%